

PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

No. 04-3521

THE NORTHWESTERN MUTUAL
LIFE INSURANCE CO.

v.

KATHLEEN L. BABAYAN
D.C. Civil Action No. 03-cv-00717

KATHLEEN BABAYAN

v.

THE NORTHWESTERN MUTUAL
LIFE INSURANCE COMPANY;
JOSEPH M. SAVINO, GENERAL AGENT
NORTHWESTERN MUTUAL
FINANCIAL NETWORK A/K/A
AND D/B/A THE SAVINO
FINANCIAL GROUP; THOMAS GALLINA
D.C. Civil Action No. 03-cv-01622

Kathleen L. Babayan,

Appellant

On Appeal from the United States District Court
for the Eastern District of Pennsylvania
(D.C. Nos. 03-cv-00717 and 03-cv-01622)
District Judge: Honorable Michael M. Baylson

Argued October 26, 2005
Before: SLOVITER, FISHER, and GREENBERG, *Circuit Judges*.

ORDER AMENDING OPINION

IT IS HEREBY ORDERED that the opinion in the above case, filed November 30, 2005, be amended as follows:

Page 9, footnote 6, which read:

Although a resident of Pennsylvania, Babayan worked in New Jersey and was entitled short-term disability benefits pursuant to New Jersey law.

shall read:

Although a resident of Pennsylvania, Babayan worked in New Jersey and was entitled to short-term disability benefits pursuant to New Jersey law.

Page 14, first full sentence on line 2, which read:

We are not, however, and we hold that Babayan's answer to Question 33.k constituted bad faith matter of law for the reasons set forth below.

shall read:

We are not, however, and we hold that Babayan's answer to Question 33.k constituted bad faith as a matter of law for the reasons set forth below.

Page 32, footnote 23, line 4: “under” should be “until.”

By the Court,

/s/ D. Michael Fisher

Circuit Judge

Dated: December 12, 2005

SLC/cc: Daniel J. Zucker, Esq.

David S. Senoff, Esq.

John P. Penders, Esq.

Charles W. Craven, Esq.